

## Rosenberg Corey

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**From:** Andrew Crosby <andrewcrosby1@gmail.com>  
**Sent:** Friday, May 05, 2017 3:22 PM  
**To:** SHS Exhibits  
**Cc:** Kendall Crosby  
**Subject:** Objection to HB 2004-A

Dear Members of the Oregon Legislature:

I am writing to express my strong opposition to HB 2004-A. My wife and I own two small companies that own, restore, develop and invest in high quality residential rental properties in Portland and Bend. We focus on creating homes that we would want to occupy ourselves, and developing strong, personal relationships with our tenants.

In our experience, tenants already possess significant leverage points in these relationships, the most significant being their willingness to care for the home, pay rent on time, communicate responsibly, and work flexibly with us. Desirable tenants are hard to find. As landlords, our interest in attracting and keeping good tenants encourages us to communicate responsibly, act with care and flexibility, and keep our properties in great condition. We each possess the ability to end the relationship following the completion of a term lease, or continue working together if conditions remain positive.

Taking away the owner's right to properly end a tenancy following completion of a term lease, or with advance notice in a month-to-month tenancy, unfairly shifts the balance of power in favor of tenants. The result is significant additional risk for the owner - specifically the inability to protect one's investment by ending an undesirable tenancy that does not rise to the level of "cause" or to sell, renovate, or otherwise repurpose a property when indicated by market conditions or one's personal situation.

Shifting such additional risk to the property owner will result in higher rental prices and/or neglect of property conditions as a way of minimizing cost. Mostly, however, it threatens the fundamental balance of power which allows each party to work in good faith to attract and keep the other.

HB 2004-A would unfairly harm private property rights and arbitrarily impact the liquidity of investments in real property. There are other, less heavy-handed ways to protect the rights of tenants; for instance extending the notice period for termination in month-to-month tenancies, or specifically extending the period of notice prior to sale conversion of a home. It might also be possible to discourage month-to-month tenancies in favor of specifically negotiated term leases.

Please reject this ill-considered strategy and take the time to develop a more nuanced and less harmful approach.

Thanks for your consideration.

Andrew Crosby  
Dandelion Properties LLC  
Congress Center LLC